## **AMENDMENT No. 4**

## to Agreement for Professional Services between Monterey County Water Resources Agency and Industrial Machine Shop, Inc.

The undersigned parties hereby agree to amend that certain Agreement for Professional Services between the Monterey County Water Resources Agency (hereinafter "Agency") and Industrial Machine Shop, Inc. (hereinafter "CONTRACTOR") executed and effective on September 22, 2014, June 12, 2015, December 7, 2015 and January 30, 2017, (hereinafter "Agreement").

Section 3 of the Agreement is hereby amended to read as follows:

3. <u>Payment to CONTRACTOR; maximum liability</u>. Subject to the limitations set forth herein, Agency shall pay to CONTRACTOR the amounts provided in Exhibit B for work completed and/or in progress pursuant this Agreement, summarized below:

Original Agreement	\$ 90,000
Amendment No. 1	\$ 60,000
Amendment No. 2	\$ 50,000
Amendment No. 3	\$ 150,000
Amendment No. 4	\$ 150,000
Total:	\$ 500,000

The maximum amount payable to CONTRACTOR under this Agreement is \$500,000.

Section 31 of the Agreement is hereby amended to read as follows:

31. Exhibits. The following Exhibits are attached hereto and incorporated by reference:

**Exhibit A** - Scope of Work (original Agreement)

**Exhibit B** - Payment Provisions (original Agreement)

Exhibit C - Amendment 1 Exhibit D - Amendment 2

**Exhibit E** - Amendment 3

All other provisions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF,** Agency and CONTRACTOR have caused this Amendment No. 4 to be executed as follows:

MONTEREY COUNTY WATER RESOURCES AGENCY	INDUSTRIAL MACHINE SHOP, INC.
	By Charles Wilson, President
David E. Chardavoyne, General Manager	Charles Wilson, President
DATED:	DATED:
	ByChristine Wilson, Vice President
	DATED:
full legal name of the corporation shall be set forth CONTRACTOR is a partnership, the name of the partner with authority to execute this Agreement on be an individual capacity, the individual shall set forth the Agreement.  Industrial Namen	ion (including limited liability and nonprofit corporations), the hotogether with the signatures of two specified officers. I artnership shall be set forth together with the signature of a behalf of the partnership. If CONTRACTOR is contracting in the name of his or her business, if any, and shall personally signal fachine Shop, Inc.  Idment No. 4
Approved as to form:	Approved as to fiscal provisions:
Deputy County Counsel	CAO Analyst
DATED:	DATED:
Risk Management	Auditor-Controller
DATED:	DATED: